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plete title, the court, on a bill by the vendee, will compel the vendor to convey such title as he has, allowing a deduction from the purchase money as compensation for the defect, if the vendee be willing to accept title on these terms. *Knatchbull v. Grueber*, 1 Madd. 167; *White v. Weaver*, 68 N. J. Eq. 644, 61 Atl. 25. Failing to recognize any distinction in the cases involving the wife's inchoate dower right, some courts will grant specific performance with compensation where the interest that can not be conveyed is the wife's inchoate dower right. *Wright v. Young*, 6 Wis. 127, 70 Am. Dec. 453; *Park v. Johnson*, 4 Allen (Mass.) 259; *Martin v. Merritt*, 57 Ind. 34, 26 Am. Rep. 45; *Walker v. Kelly*, 91 Mich. 212, 51 N. W. 934.

But many courts recognize an exception in cases where the interest that cannot be conveyed is an inchoate dower right. Upon the wife's refusal to unite in the conveyance, equity will not force the husband to convey, unless the purchaser is willing to pay the full purchase price. *Burke's Appeal*, 75 Pa. St. 141, 15 Am. Rep. 587; *Straybill v. Burgh*, 89 Va. 895, 17 S. E. 558, 37 Am. St. Rep. 894, 21 L. R. A. 133; *Bonnett v. Babbage*, 19 N. Y. Supp. 934. The reason being that to grant specific performance with compensation for the wife's inchoate dower would induce her husband to bring pressure to bear upon the wife to force her to join in the conveyance, and equity is unwilling to coerce the wife by acting upon the husband. This doctrine seems sound.

STATUTE OF FRAUDS—CONTRACTS OF INDEMNITY.—One of several joint accommodation endorsers of a promissory note orally agreed with the others that he would indemnify them against all liability on the note. *Held*, the agreement is enforceable. *Alphin v. Lowman* (Va.), 79 S. E. 1029.

There has been much conflict on this point both in England and this country. In an early English case where there were several obligors and one signed as surety on the parol promise of another to save him harmless the agreement was held not to be within the statute of frauds. *Thomas v. Cook*, 8 Barn. & C. 728. This decision was disapproved in *Green v. Creswell*, 10 Ad. & E. 453. The modern English doctrine is that a parol promise to indemnify is not within the statute. *Wildes v. Dudlow*, L. R. 19 Eq. Cas. 198. In this country an early case held that a parol contract of indemnity was enforceable. *Barry v. Ransom*, 12 N. Y. 462. In Virginia, prior to the decision in the principal case, such agreements were held to be within the statute. Unquestionably the better doctrine is that a parol promise to indemnify is not within the statute. And so is the weight of modern authority. *Tighe v. Morrison*, 116 N. Y. 263, 22 N. E. 164; *Handsaker v. Pedersen*, 71 Wash. 218, 128 Pac. 230; *Noyes v. Ostrom*, 113 Minn. 111, 129 N. W. 142; *McCormick v. Boylan*, 83 Conn. 686, 78 Atl. 335.